

End User Software and Subscription Agreement

READ CAREFULLY THESE TERMS AND CONDITIONS, AS THEY, TOGETHER WITH THE TALEND ORDER FORM ON WHICH THEY ARE REFERENCED, CONSTITUTE A LEGALLY BINDING AGREEMENT AND GOVERN YOUR USE OF THE TALEND SOFTWARE AND THE PROVISION BY TALEND OF ASSOCIATED SERVICES, INCLUDING THE TALEND CLOUD SERVICES. BY DOWNLOADING, INSTALLING AND/OR USING THE TALEND SOFTWARE, OR BY RECEIVING THE TALEND SERVICES, OR BY ACCESSING OR USING THE TALEND CLOUD SERVICES, YOU ARE INDICATING THAT YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, INSTALL THE TALEND SOFTWARE OR RECEIVE THE TALEND SERVICES OR ACCESS AND USE THE TALEND CLOUD SERVICES.

This End User Software and Subscription Agreement (this "Agreement") is entered into by and between the Talend entity identified in Section 10 ("Talend") and the customer, identified on the Order Form, that is purchasing a Software Subscription and/or Services ("You" or "Customer"), and is effective as of the date you download the Talend Software, receive the Talend Services, access the Talend Cloud Services for production use (i.e. not trial use) or sign the Order Form, whichever comes first (the "Effective Date"). Talend and Customer are collectively referred to as the "Parties" and individually as a "Party". If you are entering into this Agreement on behalf of a company or legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "You" and "Your" shall refer to such entity.

This Agreement permits Customer to order the Talend Software and/or Services or the Talend Cloud Services (as applicable) from Talend pursuant to the terms and conditions contained herein. If Customer is ordering or otherwise obtaining the Talend Software and/or receiving Services, then the terms and conditions of this Agreement shall govern Customer's use of the Talend Software and/or Services. If Customer is ordering the Talend Cloud Services, then the additional terms and conditions of Exhibit B to this Agreement shall govern Customer's access to and use of the Talend Cloud Services.

1. Definitions

The following capitalized terms shall have the meaning set forth below. Other defined terms shall have the meanings set forth where they are first underlined.

1.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with Customer, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity.

1.2 "Documentation" means the documentation provided with the Talend Software to Customer hereunder, together with any and all new documentation releases, corrections and updates furnished by Talend to Customer under this Agreement.

1.3 "Generated Code" means an independently executable program or other similar binary code artifact that is generated by the Talend Software for which Customer has purchased a Software Subscription hereunder.

1.4 "Open Source Software" means individual software components that are provided with the Talend Software, for which the source code is made generally available, and that are licensed under the terms of various published open source software license agreements or copyright notices accompanying such software components.

1.5 "Order Form" means (i) a Talend order form accepted by both Parties, pursuant to which Customer may order Talend Software and Services from Talend, or (ii) any document accepted by and between an authorized reseller of Talend pursuant to which Customer may order Talend Software and Services from Talend. **1.6** "Services" means collectively the Consulting Services and/or Training Services.

1.7 "Software Subscription" means Customer's right to use the applicable Talend Software, subject to the License Type restrictions for which such right has been purchased.

1.8 "Software Subscription Key" means a logical code that activates and controls a Software Subscription based on (i) the applicable License Type, (ii) the Talend Software edition for which a Software Subscription has been purchased, and (iii) the Subscription Term. A Software Subscription Key is "attached" to a specific hardware machine identified by a MAC address, and may be installed on only one machine at a time.

1.9 "Microservices Generated Code" means a type of Generated Code that is produced or derived from ESB binary code artifacts that are packaged using the Talend Software as a standalone Java executable application using the Spring Boot framework (<https://spring.io/projects/spring-boot>). As used in this Agreement, all terms and conditions that apply to the term "Generated Code" shall apply equally to the term "Microservices Generated Code", except as provided in Exhibit A.

1.10 "Subscription Term" means the period of time for which; (i) a Software Subscription is valid; or (ii) a Cloud Subscription or Monthly Cloud Subscription is valid, as set forth in the applicable Order Form. Notwithstanding the foregoing, the Subscription Term for any Generated Code is always perpetual.

1.11 "Support Services" means the technical support services related to the use of the Talend Software and/or Talend Cloud Services that are purchased by Customer, as set forth on an applicable Order Form, and as further described in Talend's "Support Services Policy" located at <http://www.talend.com/legal-terms/us-support-policy>. The Support Services Policy is hereby incorporated into and made part of this Agreement.

1.12 "Talend Cloud Services" and "Cloud Subscription" shall be as defined in Exhibit B.

1.13 "Talend Open Studio" or "TOS" means the open source only version of the Talend integration software tools available for free download and licensed under an open source license.

1.14 "Talend Software" means the object code version of the Talend proprietary software for which Customer has purchased a Software Subscription hereunder, as indicated on the applicable Order Form, along with any Updates thereto provided by Talend to Customer hereunder and including, without limitation, any Generated Code but expressly excluding Talend Open Studio or any other Talend software made available under an open source license.

1.15 "Unsupported Code" means any program or binary code artifacts created or generated through use of Talend Open Studio.

1.16 "Update" means any Major Release, Minor Release, Service Pack and/or Patch (all as defined in the Support Services Policy) of or for the Talend Software that is made generally available by Talend to its customers during the term of this Agreement.

2. Software Subscription, Delivery, Restrictions

2.1 License Grants. Subject to the terms and conditions of this Agreement, including the payment of all applicable fees, Talend hereby grants to Customer, solely for Customer's and Affiliates' internal business operations, a limited, non-exclusive, non-transferable right and license to: (a) Use the Talend Software during the Subscription Term, subject to the applicable License Type restrictions (as specified on an Order Form); (b) Use any Generated Code in perpetuity subject to the restrictions set forth below in Section 2.2; (c) Permit Affiliates or third party contractors performing services on Customer's behalf to use the Talend Software and Documentation in accordance with the terms and conditions of this Agreement provided that (i) such use must be solely for the benefit of Customer or Affiliates; and (ii) Customer shall be responsible for all acts and omissions of such third parties and; (d) Make a reasonable number of copies of the Talend Software for backup and/or archival purposes, excluding Hot and Warm Backup purposes as such terms are defined in Exhibit A.

2.2 Reservation of Rights; Restrictions. Talend owns all right title and interest in and to the Talend Software and any derivative works thereof, and no other license to the Talend Software is granted to Customer by implication, estoppel or otherwise. Customer understands and agrees that Customer's ability to use the Talend Software is determined by the Software Subscription Key provided to Customer. Customer agrees not to: (i) use the Talend Software other than for licensed purposes, such as for the processing of Unsupported Code other than Generated Code; (ii) prepare derivative works from, modify, copy or use the Talend Software in any manner except as expressly permitted in this Agreement; (iii) attempt to circumvent, disable or defeat the limitations on Customer's use of the Talend Software encoded into the Software Subscription Key, including without limitation any restrictions on the ability to process or utilize binary code artifacts that were created using TOS; (iv) transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer the Talend Software or the Generated Code in whole or in part to any third party; (v) use the Talend Software or the Generated Code for providing time-sharing services, any software-as-a-service offering ("SaaS"), service bureau services or as part of an application services provider or as a service offering; (vi) alter or remove any proprietary notices in the Talend Software or the Generated Code; and (vii) make available to any third party any analysis of the results of operation of the Talend Software, including benchmarking results, without the prior written consent of Talend. Notwithstanding the foregoing restrictions, in the event Customer has purchased a Software Subscription license for Commercial Use (as such term is defined below), Customer shall be permitted to use the Talend Software to provide third party services in cases where such third parties access the Customer provided applications or services, but where such third parties do not have the ability to install, configure, manage or have direct access to the Talend Software. Talend hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

2.3 Delivery; Software Subscription Keys and Use Manager. The Talend Software is only available electronically via download and will not be available in any other format. Talend Software shall be deemed delivered to Customer upon Talend making available to Customer the Software Subscription Key. Customer understands and agrees that a Software Subscription Key provided by Talend is required to enable the Talend Software and that Software Subscription Keys are valid only during the Subscription Term. Customer further understands and agrees that: (i) in case of breach by Customer of the payment terms stipulated in this Agreement, Talend will have the right to suspend the Software Subscription and such suspension will not give rise to any modification of the amount of the Software Subscription fee or to any extension of the Subscription Term; (ii) the Talend Software will, in the absence of any renewal of the Subscription Term, be disabled automatically upon the expiration of the Subscription Term and (iii) the Software Subscription Key will automatically prevent the use of the Talend Software in violation of the applicable License Type restrictions, as set forth in the Order Form. Finally, Customer understands and agrees that upon activation of the Talend Software, a software module ("Use Manager") will provide certain information to Talend regarding the system environment in which the Talend Software is operating and will monitor the use and security of the Talend Software. For example, the Use Manager uses HTTP protocol and encryption to provide information about the Operating System, amount of RAM, type and number of CPUs and MAC address, as well as the Customer name, license type, version of the Talend Software being used, start and end date of the Software Subscription, and number of active users, provided, however, that under no circumstances does the Use Manager capture or transmit to Talend any Customer data being processed by the Talend Software.

3. Services

3.1 Support Services. Subject to the payment by Customer to Talend of applicable fees, Talend will provide Customer with the Support Services specified in the Order Form. Support Services are provided to Customer solely for Customer's internal use and Customer may not use the Support Services to supply any consulting, support or training services to any third party. Talend reserves the right to modify reasonably its Support Services Policy from time to time, provided that in no event will Talend materially degrade or diminish the level and quality of Support Services provided under its Support Services Policy during the term of this Agreement. Talend shall have no obligation to support versions of the Talend Software that have been modified by Customer or used to process, manipulate, or otherwise utilize Unsupported Code.

3.2 Consulting Services. Subject to the payment by Customer to Talend of applicable fees, Talend agrees to make commercially reasonable efforts to provide Customer with consulting services ("Consulting Services"), if any, set forth on an applicable Order Form, or as may be further described in an applicable Statement of Work. Unless expressly specified in the applicable Order Form, Consulting Services are provided on a time and material ("T&M") basis pursuant to the T&M rates specified in the applicable Order Form. Any hour worked during a weekend (Saturday, Sunday) or Bank/National Holiday will be charged at 1.5 times the agreed hourly rate. Any estimate of time or number of days or hours required to perform Consulting Services or any monetary amount stated in the applicable Order Form or Statement of Work for T&M Services, shall be deemed an estimate for Customer's budgeting and Talend resource scheduling purposes.

3.3 Training Services. Subject to the payment by Customer to Talend of applicable fees, Talend agrees to provide Customer with the training services ("Training Services"), if any, set forth on an applicable Order Form, or as may be further described in an applicable Statement of Work.

3.4 Cancellation and Rescheduling. Cancelling or rescheduling of Consulting or Training Services must be done in writing. Consulting or Training Services scheduled by joint agreement between the Parties and cancelled or postponed by Customer less than five (5) business days prior to the engagement commencing shall be subject to a cancellation/rescheduling fee of \$1,500 per Talend Consultant in addition, Customer shall reimburse Talend for any non-refundable travel expenses that have been incurred by Talend prior to such cancellation or postponement of the Consulting and/or Training Services by Customer.

3.5 Subcontractors. Talend reserves the right to use subcontractors to perform Services on Talend's behalf, and Customer hereby consents to such use, provided that Talend shall remain solely responsible to Customer for the provision of all applicable Services.

3.6 Customer Policies. While on premises owned, controlled or hired by Customer, all Talend personnel shall conduct themselves in accordance with the standard health, safety and security policies of Customer.

3.7 Ownership of Work Product and Other Materials. In the course of performing the Services, Talend may create derivative works of the Talend Software, new software or other works of authorship (collectively "Work Product"). Talend shall own all right title and interest in and to all Work Product, including all intellectual property rights therein and thereto. Talend hereby grants to Customer a license to such Work Product under the same terms and conditions as Customer's license to the Talend Software set forth in Section 2.1 above. Notwithstanding the foregoing, and for the avoidance of doubt, in the case of Work Product that are Generated Code, Talend shall retain ownership of the Generated Code. Nothing in this Agreement shall be

deemed to prohibit Talend from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing Services.

3.8 Customer Obligations. Customer agrees to provide Talend with such cooperation, materials, information, access and support which Talend deems to be reasonably required to allow Talend to successfully provide the Services. Customer understands and agrees that Talend's obligations to provide Services are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

4. Fees, Payment and Taxes

4.1 Fees. Customer agrees to pay Talend the applicable Software Subscription, Services and Cloud Subscription fees stated on the Order Form.

4.2 Invoicing. Reserved, per section 4.6.

4.3 Payment. Reserved, per section 4.6.

4.4 Pre-Packaged Services & Expenses. Training Services, and any Consulting Services that are not provided on a T&M basis, are sold as "Pre-packaged Services" with fixed prices, as set forth on an applicable Order Form. Fees for Pre-packaged Services shall be as stated on the applicable Order Form. Any Pre-packaged Services for which the applicable fees are pre-paid must be consumed by Customer within one (1) year from the time of purchase, and such fees are non-refundable. Customer shall reimburse Talend for all reasonable travel, accommodation, communications, and out-of-pocket expenses incurred in conjunction with provision of the Services ("Expenses"), provided that Talend agrees that any such reimbursement may, at Customer's written request, be limited by Customer's standard travel reimbursement policies.

4.5 Taxes. Federal or State taxes are not to be included on invoices. Customer will provide Talend with an exemption certificate, if needed.

4.6 Purchases through Resellers. In the event Customer purchases licenses to the Talend Software and/or purchases the Services (including the Talend Cloud Services and any renewals thereof) through an authorized reseller of Talend, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to pricing, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the Reseller, or terminates its agreement with the Reseller, Talend shall have the right to terminate Customer's access to the Talend Cloud Service at any time upon thirty (30) days' prior written notice to Customer unless Customer and Talend have agreed otherwise in writing.

5. Term and Termination

5.1 Term. This Agreement shall commence on the Effective Date and shall, unless earlier terminated under Section 5.2 below, continue in force until the expiration of the applicable Subscription Term.

5.2 Termination; Post Termination. Either Party may, upon written notice to the other Party, terminate this Agreement for material breach by the other Party if such Party has failed to cure such material breach within thirty (30) days of receiving written notice of such material breach from the non-breaching Party. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event that Customer intentionally breaches the scope of the license granted in Section 2.1 of this Agreement. Upon termination of this Agreement, for any reason, Customer shall promptly cease the use of the Talend

Software and Documentation and destroy (and certify to Talend in writing the fact of such destruction), or return to Talend, all copies of the Talend Software and Documentation then in Customer's possession or under Customer's control.

5.3 Survival. All payment obligations under Section 4, plus Sections 1, 2.2, 2.5, 5.2, 5.3, and 6 - 12 shall survive any termination or expiration of this Agreement.

6. Confidentiality

6.1 Confidential Information. Each party ("Receiving Party") agrees to retain in confidence any information provided to it by the other party ("Disclosing Party") that is marked, labeled or otherwise designated as confidential or proprietary ("Confidential Information"). The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by the Receiving Party without reference to the other party's Confidential Information; or (v) is required to be disclosed pursuant to a regulation, law, such as the Ohio Public Records Law, or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). Each party will at all times, both during the Term of this Agreement and thereafter, keep in trust and confidence all Confidential Information of the other party and shall only disclose Confidential Information to its employees, agents, representatives, affiliates and authorized contractors or subcontractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

7. Warranties and Remedies

7.1 Software Performance Warranty and Remedy. Talend warrants to Customer that for a period of ninety (90) days from the Effective Date ("Warranty Period"), the Talend Software will perform in all material respects in accordance with the Documentation unless a longer warranty period is foreseen by local applicable laws. Customer's exclusive remedy and Talend's sole obligation for any failure of the Talend Software to perform in all material respects in accordance with its Documentation will be for Talend to use its commercially reasonable efforts to correct such non-conformance. Such warranties do not apply to any defect resulting from: (i) misuse, (ii) casualty loss, (iii) use or combination of the Talend Software with any products, goods, services or other items furnished by anyone other than Talend (unless recommended by Talend in writing), (iv) any modification not made by or for Talend, or any use of the Talend Software by Customer in violation of the terms of this Agreement.

7.2 Warranty Disclaimer and Limitations. EXCEPT AS SET FORTH IN SECTION 7.1 ABOVE OR EXHIBIT B, THE TALEND SOFTWARE, THE SERVICES AND THE TALEND CLOUD SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND TALEND AND ITS LICENSORS MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE TALEND SOFTWARE, DOCUMENTATION, MATERIALS, SERVICES OR TALEND CLOUD SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TALEND AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE TALEND SOFTWARE, DOCUMENTATION, SERVICES AND TALEND CLOUD SERVICES PROVIDED BY TALEND HEREUNDER, AND WITH RESPECT TO THE USE OF THE FOREGOING. FURTHER, TALEND DOES NOT WARRANT RESULTS OF USE OR THAT THE TALEND SOFTWARE AND/OR TALEND CLOUD SERVICES WILL BE ERROR FREE OR THAT THE CUSTOMER'S USE OF THE TALEND SOFTWARE, DELIVERABLES AND/OR TALEND CLOUD SERVICES WILL BE UNINTERRUPTED. TALEND USES A THIRD-PARTY DATA CENTER TO HOST THE TALEND CLOUD SERVICES. CUSTOMER ACKNOWLEDGES THAT TALEND DOES NOT CONTROL THE TRANSFER OF DATA OVER SUCH THIRD-PARTY FACILITIES, INCLUDING THE INTERNET, AND THAT THE TALEND CLOUD SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH THIRD PARTY FACILITIES. TALEND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

8. Intellectual Property Infringement Claims

8.1 Obligation. Subject to the applicable conditions and limitations set forth in this Section 8, Talend will, at its expense (i) defend, or at its option settle, a claim brought against Customer by an unaffiliated third party alleging that the Talend Software and/or Talend Cloud Services infringes such party's patent registered in the United States, or any copyright or trademark of such party registered in the jurisdiction of Customer's use of the Talend Software and/or Talend Cloud Services, or makes intentional, unlawful use of such party's trade secret (each an "Infringement Claim") and (ii) pay any settlement of such Infringement Claim consented to by Talend or pay any damages finally awarded to such third party by a court of competent jurisdiction as the result of such Infringement Claim.

8.2 Remedies. If during the Term the Talend Software and/or Talend Cloud Services are, or in Talend's reasonable opinion is likely to become, the subject of an Infringement Claim, Talend may, at its expense and option: (i) obtain the right for Customer to continue to use the Talend Software and/or Talend Cloud Services; (ii) modify the Talend Software and/or Talend Cloud Services so that it becomes non-infringing but is substantially functionally equivalent; or (iii) in the event that neither (i) or (ii) are commercially reasonable options, terminate Customer's license to use the Talend Software and/or Talend Cloud Services and promptly refund to Customer any pre-paid, but unused fees paid by Customer to Talend for the Software Subscription or Cloud Subscription that was fulfilled prior to such termination.

8.3 Exclusions. Talend will have no obligation to Customer to the extent any Infringement Claim is based upon or results from: (i) Customer's use of any version of the Talend Software and/or Talend Cloud Services not made available directly through Talend or an authorized Talend reseller; (ii) the failure of Customer to use an Update of the Talend Software and/or Talend Cloud Services that would avoid the infringement; (iii) a modification of the Talend Software that is not performed by Talend; (iv) the combination, operation, or use of the Talend Software and/or Talend Cloud Services with any other products, services or equipment not provided by Talend; (v) any intellectual property right owned or licensed by Customer, excluding the Software or Talend Cloud Services or (vi) any third party Open Source Software.

8.4 Conditions. The obligations of Talend in Section 8.1 are conditioned upon Customer (i) notifying Talend promptly of any threatened or pending Infringement Claim, (ii) giving Talend, reasonable assistance and information requested by Talend in connection with the defense or settlement of the Infringement Claim and (iii) tendering to Talend sole control over the defense and settlement of the Infringement Claim. Customer's counsel will have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer will not, without the prior written consent of Talend, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

8.5 THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF TALEND, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE TALEND SOFTWARE AND/OR THE TALEND CLOUD SERVICES.

9. Limitation of Liability

9.1 Disclaimer of Certain Damages. IN NO EVENT SHALL CUSTOMER OR TALEND OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE USE OR INABILITY TO USE THE TALEND SOFTWARE OR THE TALEND CLOUD SERVICES, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TALEND WILL REMAIN LIABLE FOR DEATH AND PERSONAL INJURY IN JURISDICTIONS WHERE THIS LIABILITY MAY NOT BE RESTRICTED. THE TALEND CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, INACCESSIBILITY AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET. TALEND IS NOT RESPONSIBLE AND DISCLAIMS ALL LIABILITY FOR ANY DELAYS, FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS. YOU ARE FULLY RESPONSIBLE FOR INTERNET ACCESS AND CONNECTIVITY ISSUES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9.1 SHALL NOT APPLY TO A BREACH THROUGH GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY CUSTOMER OF THE SCOPE OF THE LICENSE GRANTED IN SECTION 2.1 OR TO A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 6 (CONFIDENTIALITY) OF THIS AGREEMENT.

9.2 Damages Cap. IN NO EVENT SHALL TALEND'S OR ITS LICENSORS' AGGREGATE, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS CUSTOMER WAS REQUIRED TO PAY TALEND UNDER THIS AGREEMENT FOR THE TALEND SOFTWARE, SERVICES AND/OR TALEND CLOUD SERVICES GIVING RISE TO SUCH LIABILITY, IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

9.3 CUSTOMER AGREES THAT THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

10. Customer's contracting Party, Governing Laws, Jurisdiction and Notices.

10.1 General

a) If the Customer has its registered office in the United States of America, South America, or Oceania (excluding Australia) then (i) Customer is contracting with Talend Inc., 800 Bridge Parkway, Suite 200, Redwood City California 94065, United States, (ii) this Agreement shall be governed by the laws of the state of Ohio, and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Federal Court for the southern district of Ohio, or if that court lacks subject matter jurisdiction, in any Ohio State Court located in Franklin county.

b) If the Customer has its registered office in Canada then (i) Customer is contracting with Talend (Canada) Limited, with its registered office located at Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC, V6C 2X8, Canada, (ii) this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, other than rules governing conflict of law, and the courts of the Province of British Columbia shall have jurisdiction to entertain any legal proceedings arising under this Agreement, and (iii) the parties hereby submit to the jurisdiction of the courts of the Province of British Columbia in respect of any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties.

c) If the Customer has its registered office in Europe (except in Spain, Italy, the United Kingdom, Germany, Austria, Switzerland and Malta) or in Africa (except in Egypt and South Africa), then (i) Customer is contracting with Talend SA, 9 rue Pages, 92150 Suresnes, France, (ii) this Agreement shall be governed by the laws of France and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Paris courts.

d) If the Customer has its registered office in the United Kingdom, Sweden, Denmark, Norway, Finland, Malta or in the Middle East (Bahrein, Cyprus, Egypt, Israel, Jordan, Kuwait, Northern Cyprus, Oman, Palestine, Qatar, Saudi Arabia, Turkey, United Arab Emirates), or in South Africa, then (i) Customer is contracting with Talend Ltd, Statesman House, Stafferton Way; Maidenhead, Berkshire SL6 1AY, United Kingdom, (ii) this Agreement shall be governed by the laws of England and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the London courts.

e) If the Customer has its registered office in Germany, Switzerland or Austria, then (i) Customer is contracting with Talend Germany GmbH, Baunscheidtstraße 17, 53113 Bonn, Germany, (ii) this Agreement shall be governed by the laws of Germany and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Bonn courts.

f) If the Customer has its registered office in the Netherlands, then (i) Customer is contracting with Talend Netherlands B.V., Herikerberweg 238 – 1101CM Amsterdam – The Netherlands, (ii) this Agreement shall be governed by the laws of the Netherlands and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Amsterdam courts.

g) If the Customer has its registered office in Japan, then (i) Customer is contracting with Talend KK, 5-10-13, Minami Aoyama, 107-0062 Tokyo Minato-ku, Japan, (ii) this Agreement shall be governed by the laws of Japan and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Tokyo district courts.

h) If the Customer has its registered office in Asia, (Singapore, Malaysia, Indonesia, except Japan) then (i) Customer is contracting with Talend Singapore Pte. Limited, a company incorporated in Singapore, with offices located at 38 Beach Road, South Beach Tower #29-11, Singapore 189767, (ii) this Agreement shall be governed by the laws of Singapore, and (iii) each Party submits to the exclusive jurisdiction of the courts of Singapore, and any courts competent to hear appeals from them in relation to any dispute regarding the interpretation, conclusion, performance or termination of this Agreement which is not resolved amicably by the Parties.

i) If the Customer has its registered office in Australia, then (i) the Customer is contracting with Talend Australia Pty Limited (ABN 64 608 467 652), a company incorporated in Australia with offices located at Level 36, 1 Macquarie Place, Sydney NSW 2000, (ii) this Agreement shall be governed by the laws of New South Wales, Australia, and (iii) each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia, and any courts competent to hear appeals from them in relation to any dispute regarding the interpretation, conclusion, performance or termination of this Agreement which is not resolved amicably by the Parties.

j) If the Customer has its registered office in Spain then (i) Customer is contracting with Talend Spain S.L - Travessera de Gracia 11, 08021 Barcelona – Spain, (ii) this Agreement shall be governed by the laws of Spain and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Barcelona courts.

k) If the Customer has its registered office in Italy then (i) Customer is contracting with Talend Italy SRL - Foro Buonaparte 70 – Milano 20121 - Italy (ii) this Agreement shall be governed by the laws of Italy and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Milan courts.

l) If the Customer has its registered office in India, then (i) Customer is contracting with Talend Data Integration Services Private Limited, 2nd Floor, A-Wing, Indique Alpha, Plot No.19/4 & 27, Kadubeesanahalli Village, Varthur Hobli, Bangalore, Karnataka – 560 103, (ii) this Agreement shall be governed by the laws of India, and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the courts in Bangalore.

10.2 Governing Law and Jurisdiction. Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

10.3 Notices. Any notice or other communication under this Agreement given by either Party to the other will be deemed to be properly given if given: (i) in writing and delivered in person; (ii) by facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice; (iii) by mail, if mailed, properly addressed and stamped with the required postage to the corresponding address stated above; or (iv) by next day delivery, if mailed by a major commercial delivery service. Either Party may from time to time change its address for notices under this Section by giving the other Party notice of the change in accordance with this Section 10.3.

11. Miscellaneous

11.1 Assignment. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Talend. Talend may not assign this Agreement, in whole or in part, without the prior written consent of Customer, which may not be unreasonably withheld, except that Talend may assign this Agreement to an affiliate or in the case of merger or sale of all assets and liabilities, provided that Talend notifies Customer of such assignment. Any assignment in violation of this Section 11.1 shall be void and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

11.2 Customer Identification. Talend may, upon Customer's written approval, identify Customer as a user of the Talend Software and/or the Services, as applicable, on its website, through a press release issued by Talend and in other promotional materials. Customer also agrees to cooperate with Talend in writing a case study exposing how the Talend Software and/or the Services are being used and the benefits the Customer is deriving from this use.

11.3 Applicable laws. Customer acknowledges that the Talend Software is subject to U.S. export control laws and regulations. Customer warrants that it is now and will remain in the future compliant with all export control laws and regulations, and will not export, re-export, otherwise transfer or disclose any Talend Software to any person contrary to such laws or regulations. Talend and its customers adhere to the Foreign Corrupt Practices Act [15 U.S.C. § 78dd-1, 15 U.S.C. §§ 78m(b)(2)(A) and (B) of 1977 and the UK Anti-Bribery Act of 2010 and denounce any form of bribery and other unethical behavior in its business negotiations.

11.4 Fees. In any judicial proceeding between Customer and Talend arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover all reasonable expenses incurred as a result of the proceeding, including reasonable attorneys' fees.

11.5 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such Party's reasonable control.

11.6 Non-waiver. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.

11.7 Language. The governing language of this Agreement shall be English. Any translation of this Agreement is made for information purposes only and the English language version shall prevail.

11.8 Personal Data Processing. In the event that Talend processes any personal data subject to the Applicable Data Protection Law, the Data Protection Schedule set out in Exhibit C shall be incorporated into this Agreement by this reference. "Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of

natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive

95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation.

11.8 Entire Agreement. This Agreement, Exhibit A “License Type”, Exhibit B “Talend Cloud Services”, Exhibit C “Data Protection Schedule” and any Order Form accepted by the Parties that references this Agreement (which is hereby incorporated herein by this reference), completely and exclusively state the entire agreement of the Parties regarding the subject matter herein, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. In the event of conflict or inconsistency among Exhibit A “License Type”, Exhibit B “Talend Cloud Services”, Exhibit C “Data Protection Schedule” this Agreement and an applicable Order Form, the following order of precedence shall apply: (a) the Order Form (b) this Agreement, (c) Exhibit A “License Type”, (d) Exhibit B “Talend Cloud Services”. (e) Exhibit C “Data Protection Schedule”. Without limiting the foregoing, this Agreement will supersede any conflicting terms in any “click-to-accept” end user license agreement that may be embedded within the Talend Software, except for terms regarding Open Source Software which are referenced under Section 1.4 (Open Source Software). The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by Customer, unless the Parties execute a written agreement expressly indicating: (i) that such document shall modify this Agreement; and (ii) that the terms of such purchase order shall supersede and control in the event of any inconsistency.

12. Country Unique Terms.

If Customer has its registered office in any country specified below, this section sets forth specific provisions as well as exceptions to the above terms and conditions.

12.1 : United States.

12.1.1 Government Rights. The Talend Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Talend Software and Documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

12.2 : Canada

12.2.1 Language. The Parties to this Agreement have agreed that this Agreement as well as any document or instrument relating to it be drawn up in English only but without prejudice to any such document or instrument which may from time to time be drawn up in French only or in both French and English. Les Parties aux présentes ont convenu que la présente Convention ainsi que tous autres actes ou documents s’y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels actes ou documents qui pourraient à l’occasion être rédigés en français seulement ou à la fois en anglais et en français. The English language shall be controlling in all respects, and all versions hereof and any other language shall not be binding to the Parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

12.2.2 Applicable law. Customer acknowledges that the Talend Software is subject to Canadian export control laws and regulations, including the *Export and Import Permits Act (Canada)*.

12.2.3 Payment. The phrase “Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or, the maximum rate permitted by law, whichever is less, determined and compounded on a daily basis from the date due until the date paid” in section 4.3 is replaced by the following phrase: “Any amount not paid when due may be subject to interest at the rate of five (5%) per annum or, the maximum rate permitted by law, whichever is greater, determined and compounded on a daily basis from the date due until the date paid.”

12.3: France

12.3.1 Payment. The phrase “Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or, the maximum rate permitted by law, whichever is greater, determined and compounded on a daily basis from the date due until the date paid” in section 4.3 is replaced by the following phrase: “Any amount not paid when due may be subject to interest calculated at the most recent European Central Bank refinancing rate plus 10 points, plus a fixed collection penalty of € 40 per invoice.”

12.4 : Germany and Austria

12.4.1 Warranty. The phrase “Talend warrants to Customer that for a period of sixty (60) days from the Effective Date” in section 7.1 is replaced by the following phrase “Talend warrants to Customer that for a period of twelve (12) months from the Effective Date”.

12.4.2 Payments. The phrase “Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or, the maximum rate permitted by law, whichever is greater, determined and compounded on a daily basis from the date due until the date paid” in section 4.3 is replaced by the following phrase: “Any amount not paid when due may be subject to interest calculated at the most recent German Federal Bank refinancing rate plus 9 points, plus a fixed collection penalty of € 40 per invoice.”

12.5: The Netherlands

12.5.1 Warranty. The phrase “The applicability of Section 7:17 (et seq.) of the Dutch Civil Code is expressly excluded if the Customer is not a consumer.” is added to section 7.1.

12.6 : United Kingdom

12.6.1 Third Party Rights. Nothing in this Agreement shall confer, nor is intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

12.6.2 Payments. The phrase “Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or, the maximum rate permitted by law, whichever is greater, determined and compounded on a daily basis from the date due until the date paid” in section 4.3 is replaced by the following phrase: “Any amount not paid when due may be subject to interest calculated at the most recent Bank of England base rate plus 8 points, plus a fixed collection penalty of up to £ 100 per invoice.”

12.7 : Australia

12.7.1 GST. (a) Terms used in this Section have the meaning given to them under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). (b) To the extent that a party makes a taxable supply under this Agreement, the consideration payable by the other party under this Agreement represents the value of the taxable supply for which payment is to be made. (c) Subject to Section 12.7.1(d) below, if a party makes a taxable supply under this Agreement for a consideration which, under Section 12.7.1(b) above, represents its value, then the other party must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply. (d) A party's right to payment under Section 12.7.1(c) above is subject to a valid tax invoice being delivered to the other party.

12.7.2 Warranties. The warranties set out in Section 7.2 above and Section 6 of Exhibit B below are in addition to any legal rights and remedies the Customer may have which may not be excluded by law, such as the consumer guarantees under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (“*Australian Consumer Law*”). For the purposes of this Section 12.7, “you” and “your” means the Customer, and “we” and “our” means Talend. The warranties set out in Section 7.1 above shall include the following: (v) any act, default or omission of, or any representation made by, any person other than Talend or an employee or agent of Talend, (vi) a cause independent of human control that occurred after the goods left Talend's control

12.7.3 Making a warranty claim. If the Customer has a faulty good or service and it is covered by the warranty under Section 7 above or Section 6 of Exhibit B below, the Customer should contact Talend or send the full details of the claim to Talend as set out in Section 12.7.5. The Customer will be responsible for all expenses it incurs in making a warranty claim and Talend will bear the expenses of any inspection and processing of the Customer's claim. Repair of goods supplied by Talend may result in loss of some or all of the data. For this reason, the Customer should ensure that it saves a copy of any of the Customer's data held on the good before providing it to Talend for repair.

12.7.4 Consumer guarantees. If the Customer is a “consumer” for the purposes of the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To the extent that Talend is able to limit its liability for a failure to comply with the consumer guarantees under the Australian Consumer Law, Talend limits its liability, at Talend's option, to: (i) in relation to goods it has supplied to the Customer: (A) the repair of the good; (B) the replacement of the good or the supply of equivalent goods; (C) the payment of the cost of having the goods repaired; or (D) the payment of the cost of replacing the goods or of acquiring equivalent goods; and (ii) in relation to services it has supplied to the Customer: (A) the supply of the services again; or (B) the payment of the cost of having the services supplied again.

12.7.5 Talend's details. Name: Talend Australia Pty Limited (ABN 64 608 467 652). Business address: Level 36, 1 Macquarie Place, Sydney NSW 2000. Telephone number: (02) 8075 4740. Email address: sales.au@talend.com.

12.7.6 Export controls. Without qualifying or limiting Section 11.3, the Customer acknowledges that the Talend Software is subject to Australian export control laws and regulations, including the *Export Control Act 1982* (Cth); and the *Customs Act 1901* (Cth). Customer is now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any Talend goods, software or technology or disclose any Talend software or technology to any person contrary to such laws or regulations. Customer acknowledges that remote access to Talend Software may in certain circumstances be considered a re-export of Talend Software, and accordingly, may not be granted in contravention of Australian export control laws and regulations.

12.7.7 Privacy. The Customer acknowledges and agrees, and will ensure that its users acknowledge and agree, that Talend may use and disclose personal information about the Customer and its users in accordance with Talend's privacy policy (available at <https://www.talend.com/privacy-policies>).

12.8 : Singapore

12.8.1 Personal Data Protection. Talend shall collect, use and disclose any data about individuals who can be identified from such data in accordance with the Singapore Personal Data Protection Act 2012.

12.8.2. Consumer Protection. If the transaction hereunder is an "applicable contract" for the purpose of Section 12 A of the Singapore Consumer Protection (Fair Trading) Act (Cap. 52A) and the Talend Software does not conform to the applicable contract at the time of delivery to you, then notwithstanding section 7.1, the Customer will be entitled to have, within 6 months from the date of delivery of the Talend Software, the same repaired or replaced, at Talend's cost and without significant inconvenience to the Customer; or failing which, the Customer will further be entitled to require Talend to either reduce the amount paid for the Talend Software or provide a refund.

12.8.3 Export controls. Without qualifying or limiting Section 11.3, the Customer acknowledges that the Talend Software is subject to the Singapore export control laws and regulations, including the Customs Act 1982 (Cap. 70), the Regulation of Imports and Exports Act (Cap. 272A) and the Strategic Goods (Control) Act (Cap. 300). The Customer is now and will in the future ensure compliance with all such applicable laws and regulations, and will not export, re-export, transmit or otherwise make available in Singapore on a computer such that the Talend Software becomes accessible to a person in a foreign country contrary to such laws and regulations.

12.8.4 Third Party Rights. Save for the Talend Group, no person who is not a Party has any rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of this Agreement.

12.9 : Italy

12.9.1 Consumer claims. If the Customer is a "consumer" for the purposes of the Consumer Rights Law (Legislative Decree no. 206/2005, *Codice Del Consumo*, hereinafter also "CRL"), the consumer will be entitled to contact Talend at the address and with the means of communications indicated in this Agreement, in relation to possible complaints. In light of the circumstance that the main subject of this Agreement is the supply of the Talend Software, according to article 59 of the CRL the right of withdrawal provided by the CRL is not be applicable.

12.9.2 Guarantee in favor of the Consumer. If the Customer is a consumer, our goods come with guarantees that cannot be excluded under the Italian Consumer Law. In particular, Talend guarantees that the goods delivered to the consumer are in conformity with the Agreement. Consumer goods are presumed to be in conformity with the contract if they: (a) comply with the description given by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model; (b) are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted; (c) are fit for the purposes for which goods of the same type are normally used; (d) show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling. There shall be deemed not to be a lack of conformity for the purposes of this paragraph if, at the time the Agreement was concluded, the consumer was aware, or could not reasonably be unaware of, the lack of conformity, or if the lack of conformity has its origin in materials supplied by the consumer.

12.9.3 Consumer's Rights. Talend is liable to the consumer for any lack of conformity which exists at the time the goods are delivered. In the case of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity free of charge by repair or replacement or to have an appropriate reduction made in the price or the contract rescinded with regard to those goods. The consumer may require Talend to repair the goods or he/she may require Talend to replace them, in either case free of charge, unless this is impossible or disproportionate. A remedy shall be deemed to be disproportionate if it imposes costs on Talend which, in comparison with the alternative remedy, are unreasonable, taking into account: (i) the value the goods would have if there were no lack of conformity, (ii) the significance of the lack of conformity, and (iii) whether the

alternative remedy could be completed without significant inconvenience to the consumer. Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods. The above mentioned terms "free of charge" refer to the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labor and materials. The consumer may require an appropriate reduction of the price or have the contract rescinded: (i) if the consumer is entitled to neither repair nor replacement, or (ii) if the seller has not completed the remedy within a reasonable time, or (iii) if the seller has not completed the remedy without significant inconvenience to the consumer. The consumer is not entitled to have the contract rescinded if the lack of conformity is minor.

12.9.4 Consumer's Rights Time limits. Talend shall be held liable under 12.8.3 herein above where the lack of conformity becomes apparent within two years as from delivery of the goods. The consumer must inform Talend of the lack of conformity within a period of two months from the date on which he detected such lack of conformity.

12.9.5 According to Article 141-*sexies*, Paragraph 3 of CRL, Talend herewith informs the consumer that in the event that a consumer's complaint to Talend has not been settled the dispute, Talend will provide the consumer with information relevant to the Alternative Dispute Resolution ("ADR") body that will provide assistance in order to attempt to achieve an extrajudicial settlement of the dispute concerning the Agreement (according to articles 141-bis and following of the CRL).

In addition to the above Talend herewith informs the consumer that it is available the Online Dispute Resolution website, official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court available at the website: <http://ec.europa.eu/consumers/odr/>; where a list of ADR is available together with the relevant web link in order to start an online settlement procedure. The consumer will be entitled to file a claim before the Court in relation to this Agreement regardless of the outcome of the captioned extrajudicial settlement procedures.

The consumer resident in EU outside the Italian territory in relation to any dispute concerning this Agreement is also entitled to the procedure provided by the Regulation (EC) No 861/2007 of the European Parliament and of the Council of 11 July 2007 establishing a European Small Claims if the value of the dispute is not greater than Euro 2.000, excluding interests, duties and expenses. The regulation is available on the website www.eur-lex.europa.eu.

12.10 : Spain

12.10.1 Language. The Parties agree that this Agreement as well as any document or instrument relating to it shall be drawn up in English without prejudice of being drawn up and made available to customers in Spanish or any other regional language in Spain pursuant to Spanish laws.

12.10.2 Consumer guarantees. If the Customer is a "consumer" for the purposes of the Spanish Consumers Act (*Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*) or any other applicable regional consumers laws, the Customer is entitled to a two-year statutory guarantee from the Effective Date for repair or replacement of the Talend Software, whenever it is defective or non-conforming with the description. Should the Customer notice a defective Talend Software, the Customer shall without delay make a complaint to Talend. Talend obliges itself to either substitute or repair the defective Talend Software.

12.10.3 Alternative Dispute Resolution ("ADR"). Customer can also submit any conflicts arising from or related to this Agreement to an ADR proceeding, if applicable. Customer can check the list of available ADR at the platform of the European Commission, available here: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

12.11 : India

12.11.1 Data Protection and Privacy. In the event, Talend has access to Customer Data, it shall comply with the data security practices specified at (Compliance standards for such third party facility may be found at <http://aws.amazon.com/compliance/> and <http://aws.amazon.com/compliance/iso-27001-faqs/>).

12.11.2 Warranty: To the extent permitted under Sale of Goods Act, 1930, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort and non-infringement.

12.11.3 The Customer shall not to upload, host, display, publish, share or otherwise make available on the Talend Software any content or information that contains any content that is non-compliant with the Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, including Rule 3 of The Information Technology (Intermediaries Guidelines) Rules, 2011.

12.11.4 Tax. Payments shall also be subject to the terms of the relevant double taxation avoidance treaty, if applicable.

12.11.5 Confidential Information. Confidential information as described in Section 6.1 of this Agreement shall include: client and customer data including all sensitive personal data information, as defined under Rule 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as may be provided by the Disclosing Party.

EXHIBIT A
LICENSE TYPES

1. The licenses granted in Section 2.1 of the Agreement to which this Exhibit A is attached shall be subject to the restrictions corresponding to the applicable License Type(s) set out in the table below.

License Type	Description of License Type
Concurrent User	A license to use the Talend Software for up to the total number of Concurrent Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Concurrent User” means a nominated person identified by a valid e-mail address who is logged on at any given point in time to a single Repository. “Repository” means an individual Talend Administration Center (TAC) server instance or Talend Data Catalog server instance.
Concurrent Admin User	A license to use the Talend Software for up to the total number of Concurrent Admin Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Concurrent Admin User” means a nominated person identified by a valid e-mail address who is logged on at any given point in time to a single Repository who may only use the following capabilities of the Talend Administration Center (TAC): user management, user group management, licensing, server management, Job and ESB conductors, log server, and AMC for administration purposes.
Interactive User	A license to use the Talend Software for up to the total number of Interactive Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: An “Interactive User” means a user that may search, read, write and delete master data, using the native web user interface in the Talend Software, including participation in workflow processes.
Named User	A license to use the Talend Software for up to the total number of Named Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Named User” means a specific individual identified by a valid e-mail address who can access to the Talend Software

	<p>irrespective as to whether any such individual is actively logged on to a Talend Administration Center server instance at any point in time.</p>
<p>Named Admin User</p>	<p>A license to use the Talend Software for up to the total number of Named Admin Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Named Admin User” means a specific individual identified by a valid e-mail address who can access the Talend Software irrespective as to whether any such individual is actively logged on to a Talend Administration Center server instance at any point in time, and who may only use the following capabilities of the Talend Administration Center (TAC): user management, user group management, licensing, server management, Job and ESB conductors, log server, and AMC for administration purposes.</p>
<p>Per Node Limitation</p>	<p>A license to use the Talend Software for up to the total number of Nodes for which Customer has paid the applicable fees, as specified in an Order Form (“Per Node Limitation”). Note: A “Node” means a Physical Machine or Virtual Machine capable of running the Talend Software.</p>
<p>Per Core Limitation</p>	<p>A license to use the Talend Software for up to the total number of Cores, Virtual Cores, or Container Cores (collectively, “Cores”) for which Customer has paid the applicable fees, subject to the limitations set forth herein and as specified in an Order Form, based on either Customer’s use within; (i) a single physical hardware system (“Physical Machine”), (ii) a Virtual Machine, or (iii) a Software Container (“Per Core Limitation”). Note: “Cores” shall mean the units within the central processing unit that can read and execute program instructions. “Virtual Cores” means the virtual processing power configured to a Virtual Machine. “Virtual Machine” means a hardware virtualization that can run its own operating system and execute applications like a physical machine. “Software Container” means operating system-level virtualization providing resource isolation between multiple instances on the same hardware but otherwise behaving like an operating system and which can execute applications. Software Container shall be deemed to include, without limitation, the following commercial software containers: Docker, LXC (Linux containers), or AWS EC2 Container Service. “Container Cores” means the Core (Physical Machine) or Virtual Core allocated to the Software Container. Each license of the Talend Software is limited for use on a Physical Machine, Virtual Machine, or Software Container with up to the number of Cores, Virtual Cores, or Container Cores specified in an Order Form. Customer may run the Talend Software on a Physical Machine, Virtual Machine or Software Container with more than the number of Cores, Virtual Cores, or Container Cores that have been specified under an Order Form, provided however, Customer must purchase additional licenses of the Talend Software to do so. In no event shall Customer be permitted to split a single license between a Physical Machine and a Virtual Machine or Software Container. Customer may however, be permitted to split a single license across multiple Virtual</p>

	<p>Machines or Software Containers, so long as Customer does not exceed the Per Core Limitation for each license. For the avoidance of any doubt, any Microservices Generated Code derived or produced from the Talend Software that is licensed under a Per Core Limitation may only be deployed, used, copied or stored within a Virtual Machine, Physical Machine or Software Container for which a license of the Talend Software has been purchased, subject to the limitations set forth above.</p>
Non-Production Runtime	<p>A license to use the Talend Software for any non-production purpose, including use as part of a Warm Backup, use in a development environment for proof of concept, quality-assurance, or other testing purposes (“Non-Production Runtime”), for which Customer has paid the applicable fees, subject to the applicable License Type restrictions, as set forth in an Order Form. Note “Warm Backup” means use of the Talend Software for failover purposes where the Talend Software is installed on a system that is not actively supporting production activity until activated when the primary system becomes non-operational.</p>
Production Runtime	<p>A license to use of the Talend Software for any production purpose in an active environment, including use as part of a Hot Backup (“Production Runtime”), for which Customer has paid the applicable fees, subject to the applicable License Type restrictions, as set forth in an Order Form. Note “Hot Backup” means use of the Talend Software for failover purposes where the Talend Software is installed on a system that is actively supporting production activity including any two systems that can process requests simultaneously (“active-active”).</p>
Web User	<p>A license to use the Talend Cloud Services for up to the total number of Web Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Web User” means a specific individual identified by a valid e-mail address who has received a unique user name and password to access the Talend Cloud Services.</p>
Cloud Admin User	<p>A license to use the Talend Cloud Services for up to the total number of Cloud Admin Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Cloud Admin User” means a specific individual identified by a valid e-mail address who has received a unique user name and password to access the Talend Cloud Services and who may only use the following capabilities of the Talend Management Console (TMC): user management, user group management, roles management, subscriptions, engine management, operations and monitoring, scheduling, and environment management for administration purposes.</p>

Studio User	A license to use the Talend Cloud Services for up to the total number of Studio Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Studio User” means a specific individual identified by a valid e-mail address, who may access and use the Talend Software (“Talend Studio”), as part of the Talend Cloud Services. A single Studio User is always entitled to act as a Web User by means of using the same email address. For avoidance of doubt a Web User is not automatically a Studio User.
Cloud Named User	A license to use the Talend Cloud Services for up to the total number of Cloud Named Users for which Customer has paid the applicable fees, as specified in an Order Form. Note: A “Cloud Named User” means a specific individual identified by a valid e-mail address who can access the Talend Cloud Services irrespective as to whether any such individual is actively logged into a Talend Cloud Services data center at any point in time.
Cloud Engine	A license to use the Talend Cloud Services for up to the total number of Cloud Engines for which Customer has paid the applicable fees, as specified in an Order Form (“Cloud Engine”). Note: A “Cloud Engine” means a runtime (either production or non-production) Node capable of executing Customer workloads through the Talend Cloud Services.
Remote Engine	A license to use the Talend Cloud Services for up to the total number of Remote Engines for which Customer has paid the applicable fees, as specified in an Order Form (“Remote Engine”). Note: A “Remote Engine” means a runtime (either production or non-production) Node capable of executing Customer workloads that are deployed on the Customer premise by Customer. Such workloads are run outside of the Talend Cloud Services environment.
Engine Token	A license to run a Remote Engine or Cloud Engine instance, up to the total number of Engine Tokens for which Customer has paid the applicable fees, as specified in an Order Form. Note: An “Engine Token” means the unit of measure assigned to Customer’s ability to configure and run either a Cloud Engine or a Remote Engine instance. Each instance will require a fixed amount of Engine Tokens to run, as specified in the Talend Order Form. Customer may redeem their Engine Tokens towards any combination of Cloud or Remote Engine instances, so long as Customer does not exceed the total number of Engine Tokens purchased. For the avoidance of any doubt, any Microservices Generated Code derived or produced from use of the Talend Cloud Services may only be deployed, used, copied or stored within a Remote Engine for which a license of the Talend Software has been purchased.

2. Talend Software. The following table sets forth the Talend Software and applicable License Types. Customer may License the then current version of the Talend Software made generally available by Talend.

Talend Software	License Type
Talend Big Data	Named User; Concurrent User
Talend Data Integration	Named User; Concurrent User
Talend ESB	Named User; Concurrent User; Per Core Limitation; Production Runtime; Non-Production Runtime
Talend Data Management Platform	Named User; Concurrent User
Talend Big Data Platform	Named User; Concurrent User
Talend Data Services Platform	Named User; Concurrent User; Per Core Limitation; Production Runtime; Non-Production Runtime
Talend Real-time Big Data Platform	Named User; Concurrent User; Per Node Limitation; Per Core Limitation; Production Runtime; Non-Production Runtime.
Talend MDM Platform	Named User; Concurrent User; Interactive User; Per Core Limitation; Production Runtime; Non-Production Runtime
Talend Data Fabric	Named User; Concurrent User; Interactive User; Per Core Limitation; Production Runtime; Non-Production Runtime; Concurrent Admin User; Named Admin User, Engine Token
Talend Data Preparation	Named User
Talend Data Catalog	Concurrent User
Talend Data Stewardship	Named User
Talend Cloud Big Data	Cloud Named User; Engine Token
Talend Cloud Data Integration	Cloud Named User; Engine Token
Talend Cloud Data Management Platform	Cloud Named User; Cloud Admin User; Engine Token
Talend Cloud API Services	Cloud Named User, Cloud Admin User; Engine Token; Per Core Limitation

Platform	
Talend Cloud API Add-on	Cloud Named User
Talend Cloud Big Data Platform	Cloud Named User; Cloud Admin User; Engine Token
Talend Cloud Real-time Big Data Platform	Cloud Named User; Cloud Admin User; Engine Token
Talend Cloud Data Preparation	Cloud Named User
Talend Cloud Data Stewardship	Cloud Named User

Exhibit B
Talend Cloud Services

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below. Other defined terms shall have the meanings set forth where they are first underlined.

- (a) "Cloud Subscription" means the Customer's right to access and use the Talend Cloud Services on a subscription basis, as specified in the applicable Talend Order Form, subject to the applicable License Type restrictions.
- (b) "Content" or "Customer Data" means all applications, data, data files and software (other than the Talend Software) provided by Customer or any End User of Customer that reside on, or runs on or through, the Talend Cloud Services environment. Customer agrees not to include any production data in its Content while running in the trial environment of the Talend Cloud Services.
- (c) "End Users" means collectively those individuals authorized by Customer or on Customer's behalf to use the Talend Cloud Services, as more fully described in Exhibit A (i.e. Web User/Studio User).
- (d) "Metadata" means technical information about the services in the cloud, including logs, metrics, and audit trail events used by Talend to analyze the performance of the Talend Software and/or the Talend Cloud Services.
- (e) "Monthly Cloud Subscription" means the Customer's right to access and use the Talend Cloud Services on a monthly basis, subject to the applicable License Type restrictions.
- (d) "Order Effective Date" means the later to occur of (i) the date the Order Form is signed by Customer and Talend, and (ii) the date of delivery of the Talend Software or granting of access to the Talend Cloud Services, if any.
- (f) "Talend Cloud Services" means the online services operated by Talend that is powered by Talend technology which provides a web-based interface through which a person may access features and functions of the Talend Software to design, manage and monitor integration capabilities including but not limited to data migration, data synchronization, data quality actions, or application and event based integrations.

2. Subscription Grant. Subject to the terms and conditions of this Agreement and this Exhibit B, Talend hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to use the Talend Cloud Services during the applicable Subscription Term, solely for Customer's own internal business purposes. Customer may not, and may not cause or permit others to: (a) remove or modify any program or services markings or any notice of Talend's or its licensors' proprietary rights; (b) make the Talend Cloud Services, including any Talend programs or materials to which Customer is provided access, available in any manner to any third party; (c) use the Talend Cloud Services other than for licensed purposes, such as for the processing of Unsupported Code (other than Generated Code); (d) modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish or download any part of the Talend Cloud Services, including without limitation any restrictions on the ability to process or utilize binary code artifacts that were created using TOS (e) disclose results of any benchmark tests or performance tests of the Talend Cloud Services without Talend's prior written consent; and (f) sublicense, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Talend Cloud Services or materials available, to any third party, except as expressly provided under this Agreement. If Customer has downloaded any Talend Software as part of the Talend Cloud Services, such Talend Software shall be licensed in accordance with the terms of this Agreement.

3. Account Access & Data. Customer will be assigned a unique user name and password to access the Talend Cloud Services. The Talend Cloud Services may be accessed by no more than the total number of End Users for which Customer has purchased a license to use such Talend Cloud Services, as set forth in the applicable Talend Order Form. Additional End Users may be purchased during the applicable Subscription Term at a prorated amount for the remainder of the then-current Subscription Term. Customer shall be responsible for identifying and authenticating all End User, for approving access by such End Users to the Talend Cloud Services, for controlling against unauthorized access by such End Users, and for maintaining the confidentiality of user names, passwords and account information. Talend is not liable for any harm caused by Customer End Users, including individuals who were not authorized to have access to the Talend Cloud Services. Customer shall be responsible for all activities that occur under Customer's and Customer's End Users passwords or accounts or as a result of Customers or Customer's End Users access to the Talend Cloud Services. Furthermore, Customer agrees not to transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or offensive Content, materials or information that violates the privacy rights of any person or to transmit or store material containing software virus, worms, trojan horses or other harmful computer

code when using the Talend Cloud Services. Customer agrees that Customer shall abide by all applicable local, state, national and international laws and regulations in connection with Customer's use of the Talend Cloud Services, including those related to taxes, data privacy and the transmission of technical or personal data. Talend does not own or accept any responsibility for any Content, data or material that Customer processes or submits to the Talend Cloud Services in the course of Customer's use of such services. Talend will have no access to any Customer Data until Customer transmits such data through its firewall to the Talend Cloud Services. TALEND WILL NOT STORE OR PERMANENTLY MAINTAIN ANY CUSTOMER DATA OR CONTENT ON ITS SYSTEMS OR THROUGH ITS TALEND CLOUD SERVICES EXCEPT FOR METADATA. Talend shall not be liable or responsible for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Customer shall be fully responsible for all internet access and connectivity issues to the Talend Cloud Services.

4. Ownership. Customer retains ownership of all Content/Customer Data, materials or information used or processed through the Talend Cloud Services. Talend and its licensors retain all ownership and intellectual property rights to the Talend Cloud Services, including derivative works thereof.

5. Service Availability. Talend will use commercially reasonable efforts to make the Talend Cloud Services available 24 hours a day, 7 days a week, except for: (a) scheduled downtime or (b) any unavailability caused by circumstances beyond Talend's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays.

6. Services Warranty. Talend represents and warrants that it will provide the Talend Cloud Services in a manner consistent with general industry standards and that the Talend Cloud Services will perform substantially in accordance with the applicable Documentation for such Talend Cloud Services, under normal use and circumstances.

7. Customer Indemnification. Customer shall indemnify and hold Talend, its licensors and its subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with the claim of a third party or data subject alleging that the Customer Data or its use has infringed the rights of, defamed or otherwise caused harm to, a data subject or third party, or violated applicable law; provided in any such case that Talend (a) gives written notice of the Claim promptly to You or the appropriate Customer representative; (b) gives Customer sole control of the defense and settlement of the Claim (provided that any settlement releases Talend of all liability and such settlement does not affect Talend's business); (c) provides to Customer all available information and assistance reasonably requested; and (d) has not compromised or settled such Claim.

8. Privacy; Security; Disclosures. Talend's privacy policy may be viewed at <https://www.talend.com/contacts-privacy-policy/>. Talend reserves the right to modify its privacy policy from time to time or as required by applicable law. The Talend Cloud Services follows best practices for data security, using a third-party data center that is independently audited and certified as its host. (Compliance standards for such third party facility may be found at <http://aws.amazon.com/compliance/> and <http://aws.amazon.com/compliance/iso-27001-faqs/>). Talend occasionally may need to notify all users of the Talend Cloud Services of important announcements regarding the operation of the Talend Cloud Services, and may do this online or via email.

9. Monthly Cloud Subscription Terms. In addition to the terms described in this Exhibit B, the following terms and conditions of this section 9 shall apply to the purchase of any Monthly Cloud Subscription:

a. Monthly Subscription Term. If you have purchased a Monthly Cloud Subscription, your Subscription Term shall commence on the Order Effective Date and shall continue for a period of thirty (30) days and will automatically renew on each subsequent anniversary date thereafter unless cancelled pursuant to Section 9(d) below or otherwise terminated in accordance with this Agreement. Customer agrees to pay Talend the monthly subscription fee (the "Monthly Fee") based the number of End Users specified in the applicable Order Form. The Monthly Fee for the initial Monthly Cloud Subscription shall be paid in advance, on the Order Effective Date and on or prior to the commencement of any subsequent renewal date thereof pursuant to the payment methods described in Section 9(c) below.

b. Ordering. Upon receipt and acceptance of an executed Order Form, Talend shall issue an electronic invoice or billing statement to the accounts payable email address provided in the Order Form which shall reflect the amounts owed pursuant to the executed Order Form, including any applicable taxes or other transaction charges. TO COMPLETE YOUR TRANSACTION, YOU MUST REGISTER YOUR ELECTRONIC PAYMENT INFORMATION IN THE LINK PROVIDED IN YOUR INVOICE WITHIN TEN (10) BUSINESS DAYS FROM THE DATE OF THE INVOICE. Talend uses a third-party payment processing service (Stripe Inc. and its affiliates) to process all such transactions ("Payment Processing Provider"). Any failure by Customer to complete the electronic payment registration process by the end of the ten (10) day period may result in the cancellation of the transaction by Talend.

Customer hereby waives any requirement it may have to process payments under an invoice via a purchase order and agrees to pay Talend in accordance with the payment methods described in Section 9(c) below.

Finally, Customer understands and agrees that delivery of the initial Talend Software and/or access to or continued access to, the Talend Cloud Services is contingent upon Talend receiving payment in full for the Monthly Fee.

c. *Payment Methods.* Customer shall provide either a valid credit card, ACH payment system information (for US Customers only), or bank account information authorized for automatic bill paying, or other acceptable method of electronic payment as approved by Talend, to Talend's Payment Processing Provider and shall take all necessary steps to authorize automatic payment of the Monthly Fee. Customer agrees to promptly notify Talend of any change in account number, date of expiration or any other information necessary to ensure uninterrupted processing of the Monthly Fee payment. Upon execution of a Talend Order Form and completion the payment registration, Customer hereby authorizes Talend to automatically charge the Monthly Fee for all Monthly Cloud Subscriptions purchased under this Agreement and each subsequent renewal thereafter until or unless cancelled or terminated pursuant to this Agreement. Any Monthly Fee not paid when due shall be considered delinquent and Talend reserves the right to suspend or terminate Customer's Monthly Cloud Subscription in accordance with the terms of this Agreement.

d. *Change Orders and Cancellations.* Customer may submit a change order to add or delete End Users from their Monthly Cloud Subscription at least 10 days prior the end of their current monthly Subscription Term. All changes will be reflected in the next Monthly Fee cycle. No changes or modifications will be accepted in the middle of an active monthly Subscription Term. Talend shall have no obligation to prorate or refund any accrued Monthly Fees incurred prior to the change order effective date. Customer may terminate the Monthly Cloud Subscription at any time upon thirty (30) days prior notice to Talend by submitting a request to the following email alias: subscriptioncancellation@talend.com. The cancellation will take effect at the end of the next month following the notice period. Customer may continue to access the Talend Cloud Services and receive Support Services until the end of the cancellation or termination period. Customer may not submit a change order request and terminate a Monthly Cloud Subscription during the same Subscription Term period.

e. *Price and Subscription Plans.* Fees for the Monthly Cloud Subscriptions are based on Talend's then current list price and may not be discounted or combined with any other discounts. Talend reserves the right, but not more than once annually, to adjust the current list price or change our subscription plan or any components thereof in its sole discretion upon written notice to Customer. Any price changes or changes to your subscription plan will take effect thirty (30) days following notice to you at the beginning of the next subsequent monthly Subscription Term.

10. *Termination.* Unless earlier terminated in accordance with Section 5.2, upon the expiration of the Subscription Term, Customer's Cloud Subscription will cease, unless Customer and Talend have agreed to extend the applicable Subscription Term under this Agreement. In such case, the terms and conditions of this Agreement shall remain in full force and effect throughout the duration of the extended Subscription Term.

11. *Suspension of the Talend Cloud Services.* In addition to its other rights under this Agreement, Talend may suspend Customer's access to the Talend Cloud Services upon written notice to: (a) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (b) for Customer's non-payment of the applicable fees or for (c) any unauthorized use of the Talend Cloud Services by Customer or any of its End Users. If suspended, Talend will promptly restore use of the Talend Cloud Services to Customer as soon as the event giving rise to the suspension has been resolved to Talend's satisfaction.

12. *Survival.* Section 2 and 4 plus Sections 7-12 of this Exhibit B shall survive any termination or expiration of this Agreement.

Exhibit C
Data Protection Schedule

1. Data Protection

1.1. Definitions: In this Clause, the following terms shall have the following meanings:

- (a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in Applicable Data Protection Law; and
- (b) "**Applicable Data Protection Law**" shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation.

1.2. Relationship of the parties: Customer (the controller) appoints Talend as a processor to process the personal data that is the subject of this Agreement and as more particularly described in Annex A (the "**Data**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law. Customer hereby represents and warrants that Customer complies with the requirements in the Applicable Data Protection Law in collecting and transferring the data to Talend and permitting Talend to act as a processor of the Data.

1.3. Prohibited data: Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Talend for processing.

1.4. Purpose and Confidentiality limitation: Talend shall treat Data as Confidential Information, save that Clause 6.3 "Non-Applicability" shall not apply to Data. Talend shall process the Data in accordance with the use and confidentiality obligations set out in Clause 6.2. solely in accordance with documented instructions from Customer, as more particularly described in Annex A (the "**Permitted Purpose**") Where otherwise required by any European Union (or any European Union Member State) law applicable to Customer, Talend shall notify Customer prior to such processing unless Talend is prohibited by law from doing so. Talend shall inform Customer if in its opinion an instruction of Customer infringes Applicable Data Protection Law.

1.5. International transfers: Talend shall transfer the Data outside of the European Economic Area ("**EEA**") in compliance with Applicable Data Protection Law.

1.6. Security: Talend shall implement appropriate technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a "**Security Incident**").

1.7. Security incidents: Upon becoming aware of a confirmed Security Incident, Talend shall inform Customer without undue delay and shall provide timely information and cooperation as Customer may require in order for Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Talend shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Customer updated on all material developments in connection with the Security Incident.

1.8. Sub-processing: Further to Clause 3.6, Talend shall subcontract any processing of the Data to a third-party subcontractor ("**Sub-processor**") in accordance with the Applicable Data Protection Law. Talend remains responsible to the Customer for the provision of all applicable schedules. Customer hereby consents to Talend engaging third

party Sub-processors to process the Data. Talend will impose data protection terms on its Sub-processor to the same standard provided for by this Agreement. In the event that Talend adds or replaces any Sub-Processors, Talend will provide at least 10 days' prior notice of the addition or removal of any Sub-processor (including details of the processing it performs or will perform). Customer may object to Talend's addition or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Talend will either not appoint or replace the sub-processor or, if this is not possible, Customer may suspend or terminate this Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

- 1.9. Cooperation and data subjects' rights: Talend shall provide reasonable and timely assistance (including by appropriate technical and organizational measures) to Customer at Customer's expense (to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Customer, Talend shall promptly inform Customer providing full details of the same.
- 1.10. Data Protection Impact Assessment: If Talend believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Customer and provide Customer with all such reasonable assistance as Customer may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
- 1.11. Deletion or return of Data: Upon termination or expiry of this Agreement, Talend shall (at Customer's election) destroy or return to Customer all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Talend is required by any European Union (or any European Union Member State) law to retain some or all of the Data.
- 1.12. Audit: Customer acknowledges that Talend are regularly audited against SOC 2 and 3 standards by independent third party auditors. Upon request, Talend shall supply a summary copy of its audit report(s) to Customer, which reports shall be subject to the confidentiality provisions of this Agreement. Talend shall also respond to any written audit questions submitted to it by Customer, provided that Customer shall not exercise this right no more than once per year, provided that such audit will not be exercised in a manner that (i) disrupts Talend's normal business operations (ii) does not cause Talend to breach any obligation of confidentiality to a third party, whether imposed by regulation or contract.

Annex A

Data Processing Description

This Annex A forms part of the Agreement and describes the processing that Talend will perform on behalf of Customer.

1. For Talend Software delivery and Use Manager

Talend requires contact information (at minimum, an email address) for the purposes of verification and delivery of Talend Software, and to monitor the usage of Talend Software.

2. For Consulting Services or Training Services

Talend requires contact information (at minimum, the name, email address and phone number) of a person who will act as the single point of contact for managing the Consulting Services or Training Services delivered to the Customer. Such person may be an employee or contractor of the Customer.

During the delivery of Consulting or Training Services, Talend will encounter persons from the Customer during the delivery such services. Personal Data obtained during such interaction will be used to enhance the services, or the communications required for proper delivery of such services.

3. For Support Services

Talend requires contact information (at minimum, the name, email address and phone number) of a person (or persons) who will be entitled to raise Support Service tickets to Talend. Such person may be an employee or contractor of the Customer.

During the delivery of Support Services, Talend will encounter persons from the Customer organization contacting Talend for Support Services. Personal Data obtained during such interaction will be used for verification, authentication, and delivery of the Support Services.

4. Cloud Services Delivery

Talend requires contact information (at minimum, the name, email address and phone number) for the purposes of login, authentication, and delivery of the Cloud Services.

5. Customer Relationship Management

Talend will retain all Personal Data provided to Talend in the course of Items 1 to 4 within a Customer Relationship Management system, which is provided by a third-party services provider, to contact You with respect to further products and services, or to enhance Your customer experience with Talend.

6. Customer's Personal Data Processing

Talend acknowledges that Customer may:

submit Personal Data to the Talend Cloud Services for processing; or

require Consulting Services where Talend would be required to process Customer's Personal Data as part of the Consulting Services.

In compliance with the Applicable Data Protection Law, prior to submitting Personal Data to Talend, the Customer should provide to Talend a written description of (i) the description of the Personal Data submitted to the Cloud Services and/or Consulting Services (ii) the data subjects impacted by the submission of such data to Cloud Services and/or Consulting Services and (iii) a description of the processing of the Personal Data using Talend Cloud Services, in the then-current Customer Personal Data Processing Form, available to Customer on request.